

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 05-162

The Lincoln City Libraries, intends to contract for and invites you to submit a sealed proposal for professional engineering services related to the project listed and described below:

MECHANICAL ENGINEERING SERVICES TO REPLACE ELECTRIC BOILER AND COOLING TOWER AT BENNETT MARTIN PUBLIC LIBRARY AND DESIGN DIGITAL CONTROL SYSTEM FOR CHARLES H. GERE BRANCH LIBRARY

Sealed proposals will be received by the Lincoln City Libraries, Nebraska on or before **12:00 noon, Wednesday, July 20, 2005** in the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska, 68508. **Proposals will be publicly opened, reading only the names of those submitting proposals, at the K Street Complex. Proposal fees will not be disclosed while proposals are being opened.**

A copy of the request for proposal may be obtained from the Purchasing Division web site at:

<http://www.lincoln.ne.gov/city/finance/purch/index.htm>

go to Bidding Opportunities and Awards.

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above.

REQUEST FOR PROPOSALS

SPECIFICATION NO. 05-162

Mechanical Engineering Services to Replace Electric Boiler and Cooling Tower at Bennett Martin Public Library and Design Digital Control System for Charles H. Gere Branch Library

1. PURPOSE AND INTENT

- 1.1 The City of Lincoln/Lincoln City Libraries intends to retain a professional engineering firm or firm(s) to provide normal and customary preliminary and final engineering design services.
 - 1.1.1 For the replacement of an existing electric boiler with a gas fired boiler and replacement of a cooling tower located on the fourth floor with a new tower to be located on the roof.
 - 1.1.2 Replacement of the existing digital HVAC control system at the Charles H. Gere Branch Library with a new digital control system.
- 1.2 It is the intent to select a firm/s based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives of each project while incorporating innovative and cost effective methods.
 - 1.2.1 Control System for Gere Library shall be open and non-proprietary.
- 1.3 The consultant/s selected shall provide normal and customary design services for this project to include but not limited to:
 - 1.3.1 Evaluate existing systems
 - 1.3.2 Design memorandum
 - 1.3.3 Utility plans
 - 1.3.4 Estimate of probable costs
 - 1.3.5 Preliminary and final design
 - 1.3.6 Specifications and bid documents
 - 1.3.7 Evaluating bids services
 - 1.3.8 Construction phase services
- 1.4 All the above shall be in conformance to/with City, State and Federal requirements.
- 1.5 Firm selected will provide Mylar reproducible sets of drawings and CD-ROM CAD files.
- 1.6 The City/Library reserves the right to contract for additional services with a selected firm.
- 1.7 The intent is to place the new gas boiler next to an existing one and to have the old electric on fully removed.
- 1.8 Present cooling tower is located on the fourth floor, it is believed it can be replaced and put on the roof with the old unit being dismantled and removed from its existing location.
- 1.9 The control system at Gere is a Landis & Gyr Powers Series 600, installed in 1992.

2. AVAILABLE INFORMATION

- 2.1 Some information is available for review at the offices of the Lincoln City Libraries located on the 3rd floor of Bennett Martin Public Library, 136 South 14th St., Lincoln, Nebraska.
- 2.2 Copies may be furnished for the cost of reproduction, handling, and mailing unless otherwise noted below.

3. REQUIRED SERVICES TO APPLY TO ALL NOTED PROJECTS EXCEPT WHERE MODIFIED HEREIN

- 3.1 Initially meet with the Library's Project Manager to review the scope of required services, design criteria and expectations, obtain background information, and establish tentative schedule for completion.
- 3.2 Prepare a preliminary design memorandum which defines in detail the Consultant's and Libraries mutually agreed understanding of project scope, objectives, and schedule, including budgetary information.
 - 3.2.1 Meet with Library staff & Project Team to review the memorandum for each project.
- 3.3 Review related and pertinent construction drawings, current operational practices, current and future uses, quality information, and other related information which may effect design.
- 3.4 Prepare preliminary designs and evaluations to determine the most cost effective and feasible alternatives including: preliminary plans and specifications, layout sketches, lists of key features, estimated project costs, time schedules for construction, outline of interim operations anticipated during construction, etc., and conceptual design criteria to clearly indicate the considerations involved.
- 3.5 Estimated project costs to include construction, engineering, construction management, start-up, and administration costs.
- 3.6 Prepare preliminary design, evaluation, and recommendations information and reports to provide for updating current Facilities Planning documents, as appropriate.
- 3.7 Prepare and submit six (6) copies of preliminary design and studies report, including executive summary, summarizing the evaluations, findings, conclusions, updated opinions of total project costs, recommendation of most feasible alternative, and phasing plans and schedules for implementation in hard copy and/or electronic media.
- 3.8 Coordinate and meet with Library project team to: present report, discuss, and recommended alternatives, select alternative for final design, and revise final design memorandum
- 3.9 Prepare reports in computerized word processing and Microstation CAD format acceptable to Lincoln City Libraries.

4. FINAL DESIGN, BIDDING ASSISTANCE, AND BASIC CONSTRUCTION PHASE SERVICES

- 4.1 Complete final design drawings, technical specifications, and contract documents for bidding and construction of projects in accordance with design memorandums
- 4.2 Prepare all documents in computerized word processing and computer CAD file formats acceptable for transfer to and use by City's/Library's systems.
- 4.3 Prepare all applications for required local permits for construction and insure all data is sufficient for receiving such permits.
- 4.4 Submit completed design documents to local regulatory agencies as required and assist Library in obtaining approval for improvements from such agencies.
- 4.5 Submit six (6) printed copies and one computerized file copy of final design and construction contract documents and meet with Library project manager and project team to present and review final design documents.

5. BIDDING ASSISTANCE

- 5.1 Assist Library in obtaining bids for construction, including: providing and distributing copies of bidding documents to prospective bidders; coordinating and attending pre-bid meetings if required; answering all technical questions from prospective bidders; preparing bid addenda as required; reviewing and evaluating bids received; recommending award of contract for construction; and, assisting Library in completing and executing Contract Documents as requested.

6. BASIC CONSTRUCTION PHASE SERVICES

- 6.1 Perform normal and customary basic engineering and construction management services during construction, including:
 - 6.1.1 Conducting pre-construction and monthly construction progress meetings including: recording and submitting minutes of meetings and reviewing project status and budget reports.

- 6.1.2 Reviewing and approving all contractor submittals and shop drawings for conformance with contract documents and processing and certifying all contractor requests for payment.
- 6.1.3 Preparing and processing all necessary construction contract change order justifications and related changes to contract documents as may be necessary.
- 6.1.4 Conducting periodic field inspections during construction and final inspection to certify that construction is completed in accordance with all contract documents and permits.
- 6.1.5 Coordinating and/or performing initial start-up and training services required and assembling operational and maintenance manuals for equipment and other related items for the constructed project.
- 6.1.6 Preparing and providing Mylar reproducible sets of record drawings and CAD compatible drawing files suitable for transfer to the Libraries computerized system.
- 6.1.7 Performing 6-month and 11-month warranty inspections of completed construction to certify compliance with all contract document warranty requirements and review operations for conformance to design.
- 6.1.8 Conducting operational review and training sessions for specific process changes as requested and submitting written inspection reports.

7. **ADDITIONAL CONSTRUCTION PHASE AND OTHER SERVICES**

- 7.1 Based on the firm's performance, and at the sole option of the Library, additional services during the construction phase, such as construction inspection/resident engineering services, shall be reviewed and negotiated at a later time, as necessary.

8. **LIBRARY'S RESPONSIBILITIES**

- 8.1 Designate project representative to coordinate work activities of the Library project manager, Consultant, and other affected parties.
- 8.2 Provide pertinent historical, current, and projected flow and growth data for Consultant use.
- 8.3 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 8.4 Supply pertinent existing drawings, records, and available information.
- 8.5 Conduct related advertising, bidding process, and award of Contract(s) for construction.

9. **SPECIFIC PROJECT INTENTS AND SERVICES REQUIREMENTS**

- 9.1 The resultant designs for each of the projects shall be in conformance with design standards and regulations imposed by federal, state and local agencies.
- 9.2 Phasing of construction will be needed to provide continuous operations of the Library.
- 9.3 Prepare phasing plans and resultant implementation schedules for completing the work in a timely manner to allow for proper reviews by various agencies and developing of final funding adjustments and requirements for all projects.
- 9.4 Library Board reserves the right to award separate contracts for each of the listed projects.

10. **PROPOSAL CONTENTS AND EVALUATION CRITERIA**

- 10.1 Describe and outline the **Firm's Approach** to performing the work required by these projects.
 - 10.1.1 Include implementation plan describing project phases, key work elements to meet critical project dates, and a recommended schedule of meetings to provide for timely input by the Library project manager.
- 10.2 Outline of the **Proposed Project Schedule** to meet provisions for meaningful input from the library during the initial project review are essential and shall be addressed.
- 10.3 Delineate the **Project Team and Organization**.
 - 10.3.1 Include names of key individuals to be assigned to, and work directly on, the project.
 - 10.3.2 Describe specific areas and limits of responsibilities for each of the team members and proposed sub-consultants to be utilized.
 - 10.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants.
 - 10.3.4 Include resumes for project team members, key individuals, and sub-consultants.

- 10.4 Describe the **Ability of the Firm to Meet the Intent of Required Services** outlined in this RFP, including:
 - 10.4.1 Time availability of team members to meet the tentative project schedule.
 - 10.4.2 Quality Assurance and Quality Control (QA/QC) review procedures to be utilized on this project.
 - 10.4.3 Cost estimating and cost control procedures used by the firm on similar projects.
 - 10.4.4 A statement of general qualifications and background experience of the firm and project team members, including sub-consultants in this type of project and work.
 - 10.4.4.1 A comparison to similar projects of similar size and capacity.
 - 10.4.5 Listing of types of anticipated assistance that may be required from the Library's project team or other City agencies.
 - 10.4.6 Brief list of contacts of former clients (to include contact person, title, and telephone number) for which your firm was engaged with the past five (5) years to perform similar services as described herein.

11. **ESTIMATED FEES**

- 11.1 Submit your firm's estimate of the proposed fees for services outlined in this RFP for **all three projects** including projected hours, hourly rates, and total costs for performing the various elements of the work for each of the projects or combination of projects described in this request. (**NOTE: We need the flexibility to do one, two or all projects as funding permits**)
- 11.2 Submit fees in one separate sealed envelope with the specification number, project name, and your firm's name and address clearly marked on the outside of the envelope.
- 11.3 Proposals must be valid for a minimum of 60-days.

12. **EVALUATION CRITERIA**

- 12.1 Understanding of the requirements of this project.
- 12.2 Relevance and suitability of the project approach and schedule to meet the needs of the Library.
- 12.3 Qualifications and expertise of the key personnel to be assigned to this project.
- 12.4 Background experience of the firm and the project team as it directly relates to this project.
- 12.5 Record of past performance on similar projects.
- 12.6 Comments and opinions provided by references.
- 12.7 Quality and cost control procedures to be used on this project.
 - 12.7.1 Identify personnel responsible for these controls.
- 12.8 Resources of the firm to conduct and complete this project in a satisfactory manner.
 - 12.8.1 Factors to be considered include: current work load (including current work with the City), proposed schedule for completion, and ability and willingness to commit the key personnel.
- 12.9 Clarity, conciseness, and organization of proposal.
- 12.10 NOTE: Proposals will be reviewed, evaluated and ranked (e.g.: 1, 2, 3) in accordance with the City's selection process and procedure.

13. **SUBMITTAL PROCEDURES**

- 13.1 Submit six (6) copies of your proposal and detailed cost information (spreadsheet format) to the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8 Street, Lincoln, Nebraska, 68508 **no later than the date stated in the Notice for Request for Proposals.**
- 13.2 The following is a list of attachments which are not part of the ten (10) page limit.
 - 13.2.1 A summary description of the firm's history, structure, size and philosophy.
 - 13.2.2 A summary resume/dossier of the key staff to be assigned to the project.
 - 13.2.3 A list of similar projects the firm has completed and the names, telephone numbers of the contract administrator/s.

14. **CONTACTS**

- 14.1 Contact regarding the development of a proposal shall be made only with the City Purchasing Agent, Vince M. Mejer, Purchasing, 440 So. 8th St., Lincoln, NE 68508.
- 14.2 Any follow-up conversations with Library staff will be directed by the City Purchasing Agent.
- 14.3 Any addenda answering questions or providing clarifications will be sent out by the City Purchasing Agent.

**PROPOSAL
SPECIFICATION NO. 05-162
OPENING TIME: 12:00 NOON
DATE: July 20, 2005**

The undersigned SUBMITTER, having full knowledge of the requirements of the Lincoln City Libraries for the below listed items and the contract documents (which includes Request for Proposals), Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the Board of Trustees of Lincoln City Libraries for the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**THE REQUIREMENTS FOR:
Mechanical Engineering Services to
Replace Electric Boiler and Cooling Tower at Bennett Martin Public Library and
Design Digital Control System for Charles H. Gere Branch Library**

<u>PROJECT</u>	<u>ESTIMATED FEES</u>
1. REPLACEMENT OF ELECTRIC BOILER WITH A GAS BOILER	\$ _____
2. REPLACEMENT OF COOLING TOWER	\$ _____
3. DESIGN DIGITAL CONTROL SYSTEM	\$ _____
4. TOTAL IF AWARDED ALL THREE ITEMS ABOVE	\$ _____

Notes: 1. Submitters may provide Estimated Fees for any one or both of the above projects noted above.

The undersigned signatory for the firm represents and warrants that he/she has full and complete authority to submit this proposal to the City, and to enter into a contract if this or portions of this proposal are accepted.

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**RETURN SIX (6) COPIES OF YOUR RESPONSE TO THIS RFP AND
SUPPORTING MATERIALS
AND ONE (1) FEE PROPOSAL IN A SEPARATE ENVELOPE.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS: RFP 05-162**

COMPANY NAME		BY (Signature)
STREET ADDRESS or P.O. BOX		(Print Name)
CITY, STATE	ZIP CODE	(Title)
TELEPHONE No.	FAX No.	(Date)
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER		ESTIMATED DELIVERY DAYS
E-MAIL ADDRESS		TERMS OF PAYMENT

**INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION**

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
 - 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

- 9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable,

the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

- 11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
 - 11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
 - 11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.